

## (778.) OTAGO COAL-MINERS (LOVELL'S FLAT).—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendments; and in the matter of an industrial dispute between the Otago Coal-miners’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, or companies (hereinafter called “the employers”): The Lovell’s Flat Coal Company.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of October, 1904, and shall continue in force until the 1st day of October, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 21st day of September, 1904.

FREDK. R. CHAPMAN, J., President.

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THE SCHEDULE HEREINBEFORE REFERRED TO.

*Balloting.*

1. All places to be balloted for every three months.

- (a.) Headings, levels, and pillars to be balloted for specially. The manager shall have the right to object to incompetent men being included in the special ballot. Dips to be worked on shift-wages.
- (b.) The names of the men thrown out of the special ballot to be put in the general ballot.
- (c.) In case of blanks in the general ballot those drawing them to ballot for the first place or places to start, or which may be vacant.
- (d.) If at any time during the quarter the number of special places shall exceed the number balloted for at the quarterly ballot, unsuccessful balloters for special places shall ballot for same.
- (e.) One man to ballot for his place in the same manner as two or more men would ballot for one place.

*Piecework Rates.*

2. The company shall provide truckers, and shall truck the coal from the face without expense to the miners.

3. Three boxes of the size now used in the mine, filled with coal up to the level of the sides of each box and in the centre to a height of 6 in. above the level of the box, shall constitute a ton.

4. Tonnage-rates: Bords, headings, levels, and pillars—Coal shall be paid for at the rate of 2s. 6d. per ton where riddle is used. Dross shall be paid for at the rate of 1s. per ton.

Coal filled with the shovel to be paid for at the rate of 2s. per ton.

The system of filling in each district shall be determined every three months by a vote of the men working in such district.

5. Bords to be not less than 12 ft. wide.

6. Miners when breaking away bords narrow to be paid level yardage rates to such time as a width of 9 ft. is obtained.

7. Headings 8 ft. wide to be paid at the rate of 6s. per yard when worked by one shift, and 7s. per yard when worked by two shifts.

8. Stentons when driven 6 ft. to 8 ft. wide to be paid 5s. per yard; when driven more than 8 ft. wide 4s. a yard to be paid.

9. Levels 7 ft. wide to be paid at the rate of 5s. a yard when worked by one shift, and 6s. a yard when worked by two shifts.

10. No coal to be worked on shift-wages where piece-rates have been fixed. This clause is not to prevent the overseer and lads employed in trucking from being allowed to work in their spare time hewing coal or doing any other work.

11. Miners hewing coal in deficient places to be paid 10s. a shift. A "deficient place" to mean all places driven through faults or in faulty coal, soft coal (where riddle is used), extremely hard places, or stone, or any other impediment whereby an average miner cannot make 10s. a shift. If any dispute arises as to what is a deficient place, such dispute shall be settled by the mine-manager and the local committee of the union.

12. Any miner taken from the face to do any work either inside or outside the mine to be paid 10s. a shift, except under exceptional circumstances, when he may be put on permanent work at a lower rate, to be fixed by the mine-manager and the said committee.

13. Boxes to be distributed equally throughout the mine.

*Wet Places.*

14. Six hours to constitute a shift when working in wet places. A "wet place" to mean where the workman or workmen are standing over the boot-tops in water, or water is dripping on top of them to an inconvenient extent.

*Timbering.*

15. Where sets are to be placed in working-faces the following rates shall be paid: Six feet long, 2s. a set; for every additional foot, 2d. per foot extra to be paid. The above rates to apply only to sets of not more than 9 in. in diameter, and places where the roof does not require to be broken in order to place the set in position.

16. The company to cut all timber the required length and deliver it at working-faces.

*Road-laying, &c.*

17. All road-laying to be done by the company.

18. Picks and other tools to be sharpened free of cost.

*Truckers.*

19. Truckers to be paid at the following rates: Sixteen to seventeen years of age, 5s. a shift; seventeen to eighteen years of age, 6s. a shift; eighteen to nineteen years of age, 7s. a shift; nineteen years of age and over, 8s. a shift. Special rates, either more or less, may be arranged by the mine-manager and the local committee.

20. In the event of a vacancy or vacancies occurring in the coal, truckers over nineteen years of age may, with the consent of the management, ballot for said vacancy or vacancies, provided always that in the event of a trucker so balloting the manager shall have the right to call upon him to act in the capacity of trucker, at trucker's wages, for the term of one year—that is to say, in the event of there being a scarcity of truckers; this clause not to apply where a trucker has previously been coal-getting for a period of two years or more.

*Overtime.*

21. Overtime for time worked beyond the hours herein prescribed shall be paid in accordance with the provisions of the Coal-mines Act.

*Shift-hours.*

22. Working-hours to be in accordance with "The Coal-mines Act Amendment Act, 1903."

*Holidays.*

23. The Saturday following pay-day shall be a full holiday during the summer months, and half a holiday during the winter months. Christmas Day, Boxing Day, New Year's Day, and 2nd January, Good Friday, Easter Monday, Labour Day, and the King's Birthday shall be holidays. Should any of the above days fall on a Sunday the day following shall be observed as a holiday. This clause shall not apply to day-men doing necessary work.

*Delegates.*

24. Delegates and other officials to have leave to attend to business of the union upon reasonable notice being given to the management.

*Preference.*

25. So long as the rules of the union shall permit any person of good character and sober habits now employed as a miner in this industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits and who is a competent miner to become a member of such union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case the company shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done and ready and willing to undertake it. This clause shall not apply to the employment of casual labour above ground.

26. The union shall keep at the Lovell's Flat Post-office, or at some other convenient place which may be agreed upon between the local committee of the union and the mine-manager for the time being, an "employment-book," wherein shall be entered the names and addresses of all members of the union who shall from time to time be desirous of obtaining employment with the company, with the class of work in which each such member is proficient, and the names, addresses, and occupations of all persons by whom each such member of the union shall have been employed during the preceding year. Immediately upon any such member ceasing to desire employment with the company or obtaining employment elsewhere a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable efforts to verify the same. Such book shall be open to the company and to its servants without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day. If the union fail to

keep the employment-book in manner required by this clause then, and in such case, and so long as such failure shall continue, the company may employ any person or persons whether a member or members of the union or not to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice shall be given by the union in writing to the company when such employment-book is lodged in such place.

27. The company shall not in the engagement or dismissal of their men discriminate against members of the union, nor in the conduct of their business do anything for the purpose of injuring the union, whether directly or indirectly.

28. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

*Matters not provided for.*

29. Anything not provided for herein shall be arranged between the mine-manager and local committee and general secretary of the union, and, in default of agreement between them, then by the Chairman of the Conciliation Board for this industrial district.

*Wages-men not able to earn the Minimum Wage.*

30. Any workman who by reason of old age or physical infirmity considers himself unable to earn the minimum wages prescribed herein as shift-wages may be employed by the company at such lesser wages as may be agreed upon between the company, the workman, and the local committee of the union, or which may, in default of such agreement being come to within twenty-four hours after such workman shall have given notice in writing to the said local committee requiring his wages to be so fixed, be fixed in writing by the Chairman of the Conciliation Board for this industrial district, twenty-four hours' written notice of such application to such Chairman being first given by the said workman to the said local committee and the company, and both the said local committee and the company shall be entitled to be heard by such Chairman.

*Term of Award.*

31. This award shall take effect from the 1st day of October, 1904, and shall continue in force until the 1st day of October, 1905, and shall thereafter continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereto set his hand, this 21st day of September, 1904.

FREDK. R. CHAPMAN, J., President.

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